

SERIAL 10041-S PAINTING SERVICES

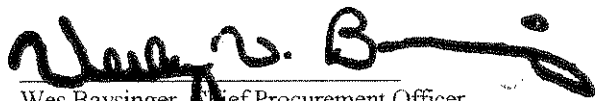
DATE OF LAST REVISION: October 20, 2010 CONTRACT END DATE: October 31, 2015

CONTRACT PERIOD THROUGH OCTOBER 31, 2015

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **PAINTING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 20, 2010 (Eff. 11/01/10)**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.


Wes Baysinger, Chief Procurement Officer
Materials Management

CH/ mm
Attach

Copy to: Materials Management
 Richard Crago, Facilities Management

(Please remove Serial 04193-S from your contract notebooks)

PAINTING SERVICES

1.0 INTENT:

The intent of this solicitation is to source contractors to provide painting services for various Facilities Management Department (FMD) maintained facilities located within Maricopa County, Arizona. This contract will be awarded to multiple contractors for the purpose of achieving competitive bidding on painting projects.

The work will include, but not limited to: preparation; painting of wall, ceiling, and floors (various heights); wall texturing; wood staining; metal painting; door repairs and painting; repairing wallboard holes; cinder block holes/cracks; sanding; wallboard taping; corner repairs; spray applications; removal and installation of commercial wallpaper; or any other related service that is standard for the industry. Striping of parking lots shall not be part of this contract.

Important Note: In accordance with the Maricopa County Board of Supervisor's policy #1905, FMD shall be the sole authorized user of this contract. Exceptions: IGA's with other organizations

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.25 and 2.26, below).

2.0 SCOPE OF SERVICES:

2.1 SCOPE OF WORK, MINIMUM:

The contractor shall supply all labor, supervision, materials, supplies, and equipment used in the painting industry, transportation, and all effort necessary to perform painting services including surface preparation. The cost of wear and tear on painting application equipment, such as: rollers, brushes, sprayers, hoses, taping tools, roller handles, etc. shall be included in the bid price and not billed to the County. Travel charges shall be included in the bid price. ~~All equipment shall be included in the bid price for time and materials work, i.e., man-lifts, sprayers, cleaning equipment, specialized equipment, etc.~~ Projects are to be priced all-inclusive (See §2.4).

2.2 SERVICE HOURS:

Work requested by the County may occur during normal business hours, after hours, or weekends, dependant on the traffic flow and departmental requirements.

2.2.1 REGULAR SERVICE shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

2.2.2 AFTER HOURS shall be work performed after 6:00 PM and before 6:00 AM the next morning.

2.2.3 WEEKENDS & HOLIDAYS shall be work performed Saturday, Sunday, or during any County holiday.

2.3 PRICING:

Pricing shall be either:

- 2.3.1 Per square foot. Brush and roller work shall be based on the same square footage price. Spray shall be based on a separate square footage price (See Attachment A, PRICING). Window sash, trim, base molding, doors, etc. shall be based on the brush and roller square foot pricing and not by the linear foot **or an hourly rate**. This pricing based on one coat of approved paint.
- 2.3.2 By project (over \$5,000).

Due to the nature of work in public buildings, FMD will dictate during what service hours in §2.2 the Contractor shall provide painting services.

2.4 PROJECT WORK AND TIME AND MATERIALS:

- 2.4.1 Project work shall mean painting performed as an all-inclusive price, not time and materials. The Contractor shall meet with FMD staff at the site to ascertain what work is to be performed. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work from FMD. As such, each contractor **MUST** submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only FMD letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope Of Work are those established in Attachment A, PRICING. Grade/sheen/color of Glidden Professional paint shall be specified in the scope of work.

Contractor shall be compensated for additional work requested that is not detailed in the scope via the labor rates bid in Attachment A, PRICING.

- 2.4.1.1 The threshold from time and materials to project work shall be \$5,000.00. This figure may be increased if pre-approval from the Materials Management procurement consultant is requested by the County agency.

- 2.4.1.2 The contractor shall submit a project quote sheet containing the following information:
 The contract serial number and name;
 Name and address of site;
 FMD site number;
 FMD Work order number
 Detailed scope of work,
 Other information relative to the SOW,
 Project start/finish time line (optional),
 Price (including any tax)

- 2.4.2 The submitted project price quote shall be all-inclusive. Any cost overruns shall be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by FMD that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing shall incur the additional cost without payment.

Project pricing shall include everything the contractor anticipates is necessary to complete the job (i.e., rental equipment, materials, labor, supervision, subcontractor costs, mobilization costs, demobilization costs, etc.). These costs are part of the overall project price and as such are not itemized. Construction taxes may be applied but included in the price (not a separate line item).

2.4.3 Project Price Ceiling Limits:
Projects shall not exceed \$150,000.00 each, unless pre-approved by the Materials Management department in writing. If not approved, the project will be separately bid outside of this contract. This to ensure FMD receives adequate competition for such work.

2.4.4 Time and Materials:
This contract may also be used for time and materials work (not to exceed \$5,000 without approval from the Materials Management Department) and priced ~~per hour~~ as bid in the pricing section.

2.4.5 **Rental Equipment:**

Rented equipment charges (must attach invoice from rental firm). The contractor shall not add additional sales tax other than what the rental firm has posted. If rented equipment requires a supply of fuel, the cost of fuel is allowed but only at the prevailing rates. A 5% maximum mark-up is allowed for rental equipment.

2.5 **RESPONSE TIME TO WORK AFTER REQUEST IS MADE:**

Response time shall not exceed seventy-two (72) hours for time and materials work, and for project work seven (7) days after award notification to the Contractor. Should this time line not be met, the County reserves the right to award to the next lowest quote of the project with cancellation of the order with the Contractor (See also §2.11).

2.6 **INSPECTION AND APPROVAL OF WORK:**

All work performed by the Contractor shall be subject to inspection and approval by the Facilities Management Department for quality and completeness to specifications and standards, prior to issuance of payment.

2.7 **SPECIFIC BRAND PAINT TO USE:**

To keep consistent with existing painted surfaces for color and quality control, and future painting performed by in-house staff, each Contractor shall be required to utilize only Glidden Professional brand of paint unless authorized otherwise by the Facilities Management Department. The grade of paint and sheen shall be specified in the job scope for projects. For time and materials work, Glidden Professional premium-line paint shall be utilized (See Attachment A PRICING). On a random basis as specified by FMD, the contractor must supply sales receipts showing they have in fact purchased the paint from Glidden Professional Paint Centers for FMD authorized work.

Paint shall be applied according to manufactures recommendations and not diluted unless specifically discussed between FMD and the Contractor.

2.8 **COMPLYING WITH WORK REQUIREMENTS:**

If results by Contractor show materials being used do not comply with requirements, the Contractor may be directed to stop work, and remove non-complying materials, and re-coat surfaces if, upon re-re-coating with specified materials, the two coatings are not compatible.

2.9 **HEALTH AND SAFETY:**

The Contractor must take all precautionary measures for the health and safety of County employees when painting is being performed during normal business hours.

2.10 **MOVING OF OFFICE FURNISHINGS:**

The contractor shall not be responsible for moving furniture, file cabinets, desks, wall hangings, or other related office items.

2.11 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor (See also §2.5).

2.12 CONTRACTOR REMOVAL DUE TO DEFAULT OF CONTRACT:

Each contractor assigned to this agreement shall be placed in default and removed from the contract if any of the following occur during the course of the contract base period:

2.12.1 Fails to meet delivery requirements one (1) time (See §2.5 and 2.11).

2.12.2 Receives more than three (3) substantiated and verifiable written complaints to the State of Arizona Registrar of Contractor's office.

2.13 REQUIREMENTS OF CONTRACTORS BIDDING ON PAINTING SERVICES:

2.13.1 The Contractor shall be in the commercial painting business a minimum five (5) consecutive years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Proof of this must accompany the bid package.

2.13.2 Each of the Contractor's painting crew(s) assigned to this contract shall have a journeyman equivalent lead painter with a minimum of five (5) years individual painting experience. Additionally, the Contractor shall have consistently maintained a minimum of ten (10) full-time painters employed by the firm for the three (3) previous calendar years. Proof of these requirements must accompany bid package.

2.13.3 The Contractor shall have at least three (3) service vehicles specifically assigned to painting services. The Contractor's service truck fleet shall carry sufficient supply of paint, paint supplies, equipment, ladders, etc., to perform routine painting services and repairs. Proof of such must accompany the bid package.

2.13.4 The Contractor shall have a local shop and/or warehouse in the Phoenix metropolitan area that stocks materials and equipment to keep their trucks supplied daily. Proof of such must accompany bid package.

2.13.5 The Contractor shall have, at a minimum, the following owned equipment in inventory utilized by their firm:

- (a) 1 each power wash machine
- (b) 2 each gas powered airless paint sprayer rigs
- (c) 1 each electric powered airless paint sprayer rig
- (d) 1 each HVLP paint sprayer rig
- (e) 1 each texture pump/hopper rig

2.13.6 The firm shall have performed painting services equal in size and scope similar to the following buildings in the past five (5) years:

County Administration Building
 301 W. Jefferson St.
 Phoenix, AZ
 10 stories
 323,900 square feet (interior only)

Superior Court – East Court Building
101 W. Jefferson St.
Phoenix, AZ
6 stories
174,591 square feet (interior only)

Facilities Management Administration Offices
401 W. Jefferson
Phoenix, AZ
5 stories
53,297 square feet (exterior and interior)

MCDOT Operations
2919 W. Durango
Phoenix, AZ
2 stories
20,135 (exterior and interior)

The bidders shall supply listings (address, city, state, with contact names and phone numbers) of these projects as part of the bid submittal package.

- 2.13.7 The Contractor must have a current and active license classification L-34 or K-34 issued by the State of Arizona, Registrar of Contractors for Painting and Wall Covering. Proof of such must accompany bid package.

2.14 DISRUPTION TO BUILDING TENANTS:

The contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with work performed.

2.15 DAMAGE TO COUNTY PROPERTY:

The contractor shall perform painting services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any painting, repairs, or other related painting services performed under this Contract the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from monies due the Contractor. The Contractor shall be responsible for the tape masking where applicable and the use of drop cloths over furniture and floors.

Damage caused by spillage of paint or stains, or back-splatter of paint rollers, overspray from spray equipment, or brush drops, shall be the responsibility of the Contractor to clean, repair and/or replace damaged items.

2.16 WORK PERFORMANCE OF THE CONTRACTOR:

In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one day to correct the work. Labor for all re-work will be at no additional cost to the County.

2.17 BACKGROUND CHECK AND UNIFORM REQUIREMENTS:

- 2.17.1 A background check will be a requirement for all employees of Contractor's staff providing services to the County. This option shall allow the Contractor to access areas within the County such as detention facilities, court buildings, and other restricted areas. The cost of this service shall be incurred by the County.

2.17.2 All employees of the contractor providing services to the County must wear a company uniform identified with the company name consisting of a minimum of one of the following:

2.17.2.1 Shirt/Blouse

2.17.2.2 Vest

2.17.2.3 Hat

2.18 EMPLOYEES OF THE CONTRACTOR:

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

2.19 REMOVAL OF CONTRACTOR'S EMPLOYEES:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, any employee who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Maricopa County.

2.20 INVOICING:

Work authorized by FMD and completed to the satisfaction of FMD shall be sent to:
Facilities Management Department
401 W. Jefferson St.
Phoenix, AZ 85003

Invoicing for project work must include:

Contract serial number;

Facilities Management Work Order;

Requestor;

Purchase order number (if applicable)

Terms as bid;

Name and address of job site;

FMD building number;

A detailed description of work performed;

Project cost (construction tax, if any, 65% of the retail tax rate on combined labor/materials – THIS TO BE INCLUDED IN THE PROJECT COST – not separate line item);

Grand total.

Attached to the invoice must be the project quote sheet. If any change orders took place, copies of change orders must be attached.

All invoicing for time and materials work must include:

Purchase order number (if applicable);

Terms as bid;

Contract serial number;

Facilities Management Work Order;

Requestor;

Job site name and address; FMD building number;

Description of work performed;

Itemized materials list description;

Price of material;

Total square footage painted;

Cost per square foot as bid;

Extended total;

Applicable sales tax on materials only;
Grand total of invoice.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.21 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.22 INVOICES AND PAYMENTS:

2.22.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Total Amount Due

2.22.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.22.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.22.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.23 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.24 FUEL COST PRICE ADJUSTMENT:

2.24.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.

- 2.24.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.
- 2.24.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10th) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.
- 2.24.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Prices). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).
- 2.24.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor.
- 2.24.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>
- 2.24.7 The computation of the fuel surcharge amount shall be determined as follows:
 - 2.24.7.1 The fuel cost component from Attachment A (Pricing) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.
 - 2.24.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.
 - 2.24.7.3 The surcharge shall be added as a separate line item to the invoice.
- 2.25 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state**, in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.26 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a five (5) year term.

3.2 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.3 INDEMNIFICATION:

3.3.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.3.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.3.3 The scope of this indemnification does not extend to the sole negligence of County.

3.4 INSURANCE:

3.4.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.4.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

- 3.4.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.4.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.4.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.4.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.4.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.4.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.4.9 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 3.4.10 Automobile Liability:
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 3.4.11 Workers' Compensation:
- 3.4.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- 3.4.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are

covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.4.12 Certificates of Insurance.

3.4.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.4.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.4.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.4.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 ORDERING AUTHORITY.

3.7.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.7.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.7.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.7.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies

available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.8 REQUIREMENTS CONTRACT:

- 3.8.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 3.8.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 3.8.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.10 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.11 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.13 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.14 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.15 SUBCONTRACTING:

3.15.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.17 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.18 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.19 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.20 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.21 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance there under.

3.22 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.23.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.24 ALTERNATIVE DISPUTE RESOLUTION:

3.24.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and

those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.24.1.1 Render a decision;

3.24.1.2 Notify the parties that the exhibits are available for retrieval; and

3.24.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.24.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.24.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.25.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.25.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.25.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.26.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors

certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

- 3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.27 CONTRACTOR LICENSE REQUIREMENT:

- 3.27.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.
- 3.27.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

A-O PAINTING, INC., 3237 E PRESIDENT ST, TUCSON, AZ 85714

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%
(Payment shall be made within 48 hours of utilizing the Purchasing Card)			
FUEL OMPRISES	% OF TOTAL BID AMOUNT. (If Applicable)		

☒ NET 30 DAYS
 ☐ 2% 10 DAYS NET 30 DAYS
 ☐ 5% 30 DAYS NET 31 DAYS

4th CALL

Bid	Title	Regular Service Hours	After Hours	Description	Bidder Notes
10041-S-1-01	Labor, brush/roller painting services	\$0.24	\$0.35	Per square foot price	per square foot
10041-S-1-02	Labor, spray painting services	\$0.27	\$0.40	Price per square foot	per square foot
10041-S-1-03	Labor, wallpaper, install new	\$10.8	\$15.66	Price per square yard Added on Aug 17, 2010:	per square yard
10041-S-1-04	Labor, wallpaper remove old/install new	\$40.95	\$59.4	Price per square yard Added on Aug 17, 2010:	per square yard
10041-S-1-05	Labor, wall coverings, install new	\$10.8	\$15.66	Price per square yard Added on Aug 17, 2010:	per square yard
10041-S-1-06	Labor, wall coverings, remove old/install new	\$40.95	\$59.40	Price per square yard Added on Aug 17, 2010:	per square yard
10041-S-1-07	Drywall repair, plaster repair, texturizing	\$23.80	\$34.51	Price per hour	per hour
10041-S-1-08	Labor for services outside the scope of contract	\$23.80	\$34.51	Price per hour	per hour

A-O PAINTING, INC., 3237 E PRESIDENT ST, TUCSON, AZ 85714

PRICING SHEET NIGP CODE 9105401

Terms:	NET 30
Vendor Number:	W000001444 X
Telephone Number:	520-573-0051
Fax Number:	520-294-8353
Contact Person:	Paul Ortega
E-mail Address:	portega@aopaintinginc.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending: October 31, 2015.

ATTACHMENT B

AGREEMENT PAGE

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent further agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

☒ Small Business Enterprise (SBE)

A-O Painting, Inc
RESPONDENT (FIRM) SUBMITTING PROPOSAL

Alex Ortega, Jr
President
PRINTED NAME AND TITLE

3237 E. President St
ADDRESS

TUCSON AZ 85714
CITY STATE ZIP

www.aopaintinginc.com
WEB SITE

MARICOPA COUNTY, ARIZONA

CHIEF PROCUREMENT OFFICER, MATERIALS
MANAGEMENT

Don Staples
CHAIRMAN, BOARD OF SUPERVISORS

ATTESTED:

Don Staples
CLERK OF THE BOARD

APPROVED AS TO FORM:

Don Staples
LEGAL COUNSEL

86-0714178 008318818
FEDERAL TAX ID NUMBER DUNS #

[Signature]
AUTHORIZED SIGNATURE

(520) 513-0051 520 294-8353
TELEPHONE FAX #

9/15/10
DATE

soratega@aopaintinginc.com
EMAIL ADDRESS

DATE

OCT 29 2010
DATE

OCT 29 2010
DATE

Oct 25 2010
DATE

DANNY WHITE PAINTING, 1911 W. CHERYL DRIVE, PHOENIX, AZ 85021

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES **10** % OF TOTAL BID AMOUNT. (If Applicable)

☒ NET 30 DAYS ☐ 2% 10 DAYS NET 30 DAYS ☐ 5% 30 DAYS NET 31 DAYS

5TH CALL

Bid	Title	Regular Service Hours	After Hours	Weekends /Holidays	Description	Bidder Notes
10041-S-1-01	Labor, brush/roller painting services	\$0.40	\$0.40	\$0.40	Per square foot price	per square foot price.
10041-S-1-02	Labor, spray painting services	\$0.40	\$0.40	\$0.40	Price per square foot	per square foot price
10041-S-1-03	Labor, wallpaper, install new	\$9.00	\$9.00	\$9.00	Price per square yard	For installing new wallpaper per square yard. Pricing does not include wallpaper material.
10041-S-1-04	Labor, wallpaper remove old/install new	\$17.10	\$17.10	\$17.10	Price per square yard	Remove old and install new wallpaper per square yard. Pricing does not include wallpaper material.
10041-S-1-05	Labor, wall coverings, install new	\$9.00	\$9.00	\$9.00	Price per square yard	Install new wall covering per square yard. Pricing does not include wall covering material.
10041-S-1-06	Labor, wall coverings, remove old/install new	\$17.10	\$17.10	\$17.10	Price per square yard	Remove and install wall covering per square yard. Pricing does not include wall covering material.
10041-S-1-07	Drywall repair, plaster repair, texturizing	\$0.90	\$0.90	\$0.90	Price per hour	Per square foot. Does not include replacement of Gypsum Wall Board.
10041-S-1-08	Labor for services outside the scope of contract	\$45.00	\$60.00	\$60.00	Price per hour	Per Labor Hour

DANNY WHITE PAINTING, 1911 W. CHERYL DRIVE, PHOENIX, AZ 85021

PRICING SHEET NIGP CODE 9105401

Terms:	Net 30 Days
Vendor Number:	W000014560 X
Telephone Number:	602-942-2244
Fax Number:	602-862-1162
Contact Person:	Danny White
E-mail Address:	info@dannywhitepainting.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending: October 31, 2015.

ATTACHMENT B

AGREEMENT PAGE

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent further agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

☐ Small Business Enterprise (SBE)

DANNY WHITE PAINTING, INC.

86-0944432

053256025

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

DUNS #

DANNY WHITE - OWNER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

1911 W. CHERYL DRIVE

602-942-2244

602-862-1162

ADDRESS

TELEPHONE

FAX #

PHOENIX, AZ 85021

September 15, 2010

CITY STATE ZIP

DATE

WWW.DANNYWHITEPAINTING.COM

info@dannywhitepainting.com

WEB SITE

EMAIL ADDRESS

MARICOPA COUNTY, ARIZONA

CHIEF PROCUREMENT OFFICER, MATERIALS
MANAGEMENT

DATE


CHAIRMAN, BOARD OF SUPERVISORS

OCT 29 2010

DATE

ATTESTED:


CLERK OF THE BOARD 10/20/10

OCT 29 2010

DATE

APPROVED AS TO FORM:


LEGAL COUNSEL

OCT 25 2010
DATE

DIAMOND RIDGE DEVELOPMENT, PO BOX 2662, PEORIA, AZ 85380-2662

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%
(Payment shall be made within 48 hours of utilizing the Purchasing Card)			
FUEL COMPRISES	10%	% OF TOTAL BID AMOUNT. (If Applicable)	
<input checked="" type="checkbox"/> NET 30 DAYS	<input type="checkbox"/> 2% 10 DAYS NET 30 DAYS	<input type="checkbox"/> 5% 30 DAYS NET 31 DAYS	

3RD CALL

Bid	Title	Regular Service Hours	After Hours	Weekends/Holidays	Description
10041-S-1-01	Labor, brush/roller painting services	\$0.25	\$0.35	\$0.35	Per square foot price
10041-S-1-02	Labor, spray painting services	\$0.21	\$0.30	\$0.30	Price per square foot
10041-S-1-03	Labor, wallpaper, install new	\$8.00	\$12.00	\$12.00	Price per square yard
10041-S-1-04	Labor, wallpaper remove old/install new	\$10.00	\$15.00	\$15.00	Price per square yard
10041-S-1-05	Labor, wall coverings, install new	\$8.00	\$12.00	\$12.00	Price per square yard
10041-S-1-06	Labor, wall coverings, remove old/install new	\$10.00	\$15.00	\$15.00	Added on Aug 17, 2010: Price per square yard
10041-S-1-07	Drywall repair, plaster repair, texturizing	\$34.00	\$51.00	\$51.00	Price per hour
10041-S-1-08	Labor for services outside the scope of contract	\$32.00	\$45.00	\$15.00	Price per hour

PRICING SHEET NIGP CODE 9105401

Terms: Net 30 Days

Vendor Number: W00001595 X

Telephone Number: 623-412-8809

Fax Number: 623-412-8328

Contact Person: Jeff Green

E-mail Address: jgreen@diamondridge.biz

Certificates of Insurance Required

Contract Period: To cover the period ending: **October 31, 2015.**

ATTACHMENT B

AGREEMENT PAGE

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent further agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

☒ Small Business Enterprise (SBE)

Diamond Ridge Development Corporation
RESPONDENT (FIRM) SUBMITTING PROPOSAL

86-0956609 048325984
FEDERAL TAX ID NUMBER DUNS #

Jeffrey W. Green, Vice-President
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

P.O. Box 2662
ADDRESS

623/412-8809 623/412-8328
TELEPHONE FAX #

Peoria AZ 85380
CITY STATE ZIP

9/15/2010
DATE

www.diamondridge.biz
WEB SITE

jgreen@diamondridge.biz
EMAIL ADDRESS

MARICOPA COUNTY, ARIZONA

CHIEF PROCUREMENT OFFICER, MATERIALS
MANAGEMENT

DATE


CHAIRMAN, BOARD OF SUPERVISORS

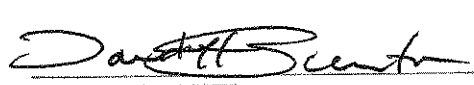
OCT 29 2010
DATE

ATTESTED:


CLERK OF THE BOARD 102010

OCT 29 2010
DATE

APPROVED AS TO FORM:


LEGAL COUNSEL

OCT 25 2010
DATE

M.L. RIDDLE PAINTING, INC., 5922 N. BLACK CANYON HWY, PHOENIX, AZ 85017-2118

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES 5% % OF TOTAL BID AMOUNT. (If Applicable)

☐ NET 30 DAYS ☒ 2% 10 DAYS NET 30 DAYS ☐ 5% 30 DAYS NET 31 DAYS

2ND CALL

Bid	Title	Regular Service Hours	After Hours	Weekends/Holidays	Description	Bidder Notes
10041-S-1-01	Labor, brush/roller painting services	\$0.26	\$0.26	\$0.39	Per square foot price	(Per Square Foot) Epoxies, Urethanes, & Special Coatings are not included in square foot price
10041-S-1-02	Labor, spray painting services	\$0.22	\$0.22	\$0.33	Price per square foot	(Per Square Foot) Epoxies, Urethanes, & Special Coatings are not included in square foot price
10041-S-1-03	Labor, wallpaper, install new	\$3.81	\$3.81	\$5.72	Added on Aug 17, 2010: Price per square yard	(Per Lineal Yard Not Square Foot) Attachment is attachmet E
10041-S-1-04	Labor, wallpaper remove old/install new	\$7.62	\$7.62	\$11.43	Added on Aug 17, 2010: Price per square yard	(Per Lineal Yard Not Square Foot) Attachment is of 2.13.1 Business License
10041-S-1-05	Labor, wall coverings, install new	\$10.00	\$10.00	\$15.00	Added on Aug 17, 2010: Price per square yard	(Per Lineal Yard Not Square Foot) Attachment is of 2.13.2 10 Paintiers for 3 years
10041-S-1-06	Labor, wall coverings, remove old/install new	\$20.00	\$20.00	\$30.00	Added on Aug 17, 2010: Price per square yard	(Per Lineal Yard Not Square Foot) Attachment is of 2.13.3 Vehiceles and insurance
10041-S-1-07	Drywall repair, plaster repair, texturizing	\$35.00	\$35.00	\$52.50	Price per hour	(Labor Only) Attachment is fo 2.13.5 Utility Bills
10041-S-1-08	Labor for services outside the scope of contract	\$35.00	\$35.00	\$52.50	Price per hour	(Labor Only) Attachment is of 2.13.7 L-34 License

M.L. RIDDLE PAINTING, INC., 5922 N. BLACK CANYON HWY, PHOENIX, AZ 85017-2118

PRICING SHEET NIGP CODE 9105401

Terms:	2% 10 Days Net 30days
Vendor Number:	W000016792 X
Telephone Number:	602-277-3461
Fax Number:	602-266-8470
Contact Person:	Tom Kamka
E-mail Address:	tom@ribblepainting.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending October 31, 2015.

ATTACHMENT B

AGREEMENT PAGE

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent further agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

☐ Small Business Enterprise (SBE)

M.L. Riddle Painting, INC.
RESPONDENT (FIRM) SUBMITTING PROPOSAL

86-0612338
FEDERAL TAX ID NUMBER DUNS #

Micheal Riddle President
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

5922 N. Black Canyon Hwy.
ADDRESS

(602) 277-3461
TELEPHONE

(602) 266-8470
FAX #

Phoenix AZ. 85017
CITY STATE ZIP

09/20/2010
DATE

www.riddlepainting.com
WEB SITE

mikeriddle@riddlepainting.com
EMAIL ADDRESS

MARICOPA COUNTY, ARIZONA

CHIEF PROCUREMENT OFFICER, MATERIALS
MANAGEMENT

DATE


CHAIRMAN, BOARD OF SUPERVISORS

OCT 29 2010
DATE

ATTESTED:


CLERK OF THE BOARD 10/20/10

OCT 29 2010
DATE

APPROVED AS TO FORM:


LEGAL COUNSEL

OCT 25 2010
DATE

SKYLINE BUILDERS AND RESTORATION, 2401 NORTH 24TH AVENUE, PHOENIX, AZ 85009-1814

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%
(Payment shall be made within 48 hours of utilizing the Purchasing Card)			
FUEL COMPRISES	1	% OF TOTAL BID AMOUNT. (If applicable)	
<input type="checkbox"/> NET 30 DAYS	<input checked="" type="checkbox"/>	2% 10 DAYS NET 30 DAYS	
	<input type="checkbox"/>	5% 30 DAYS NET 31 DAYS	

1ST CALL

Bid	Title	Regular Service Hours	After Hours	Weekends /Holidays	Description
10041-S-1-01	Labor, brush/roller painting services	\$0.27	\$0.37	\$0.37	Per square foot price
10041-S-1-02	Labor, spray painting services	\$0.19	\$0.22	\$0.22	Price per square foot
10041-S-1-03	Labor, wallpaper, install new	\$7.29	\$9.72	\$9.72	Added on Aug 17, 2010: Price per square yard
10041-S-1-04	Labor, wallpaper remove old/install new	\$7.29	\$9.72	\$9.72	Added on Aug 17, 2010: Price per square yard
10041-S-1-05	Labor, wall coverings, install new	\$7.29	\$9.72	\$9.72	Added on Aug 17, 2010: Price per square yard
10041-S-1-06	Labor, wall coverings, remove old/install new	\$7.29	\$9.72	\$9.72	Added on Aug 17, 2010: Price per square yard
10041-S-1-07	Drywall repair, plaster repair, texturizing	\$36.00	\$48.00	\$48.00	Price per hour
10041-S-1-08	Labor for services outside the scope of contract	\$32.00	\$42.00	\$42.00	Price per hour

PRICING SHEET NIGP CODE 9105401

Terms: 2% 10 Days Net 30days

Vendor Number: W00001539 X

Telephone Number: 602-404-0842

Fax Number: 602-404-0843

Contact Person: Mike Lee

E-mail Address: mike@azsbr.com

Certificates of Insurance Required

Contract Period: To cover the period ending: **October 31, 2015.**

SERIAL 10041-S

ATTACHMENT B

AGREEMENT PAGE

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent further agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

☐ Small Business Enterprise (SBE)

Skyline Builders & Restoration, Inc.
RESPONDENT (FIRM) SUBMITTING PROPOSAL

86-0574065 17-793-2969
FEDERAL TAX ID NUMBER DUNS #

Michael N. Lee - Executive Vice President
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

2401 North 24th Avenue
ADDRESS

602-404-0842, 602-404-0843
TELEPHONE FAX #

Phoenix AZ 85009
CITY STATE ZIP

9-17-10
DATE

www.azsbr.com
WEB SITE

mike@azsbr.com
EMAIL ADDRESS

MARICOPA COUNTY, ARIZONA

CHIEF PROCUREMENT OFFICER, MATERIALS
MANAGEMENT

DATE


CHAIRMAN, BOARD OF SUPERVISORS

OCT 29 2010
DATE

ATTESTED:


CLERK OF THE BOARD 10/20/10

OCT 29 2010
DATE

APPROVED AS TO FORM:


LEGAL COUNSEL

OCT 25 2010
DATE